

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO.: 03-
v.	:	DATE FILED: May 15, 2003
JOSEPH L. LEWIS JR.	:	VIOLATIONS:
JANIS P. MOORE	:	18 U.S.C. § 1341 (Mail fraud – 15
TYRONE SMITH	:	counts);
		18 U.S.C. § 1957 (Money laundering
		– 3 counts);
		42 U.S.C. § 408(a)(7)(B) (Fraudulent
		use of another person’s social security
		number – 1 count); and
		18 U.S.C. § 981 (Criminal forfeiture).

I N D I C T M E N T

COUNTS ONE THROUGH FOURTEEN

THE GRAND JURY CHARGES THAT:

At all times material to this Indictment:

Introduction

1. The City of Philadelphia’s Department of Human Services, Division of Juvenile Justice Services (“DHS-DJJS”), among other things, contracted with non-profit entities to provide services such as counseling to delinquent youth in Philadelphia.
2. The City of Philadelphia’s Department of Public Health, AIDS Activity Coordinating Office (“AACO”), among other things, paid non-profit corporations to provide services to individuals who suffer from or are at risk to contract Acquired Immune Deficiency Syndrome (“AIDS”).

3. Between September 1998 and March 2001, defendants JOSEPH L. LEWIS JR., JANIS P. MOORE, and TYRONE SMITH obtained approximately \$196,800 from DHS-DJJS intended as payment for providing counseling, medical and psychological assessment, and other services to delinquent or at risk to be delinquent “transgendered” 12- to 15-year-olds in Philadelphia. According to the contract proposal submitted by MOORE and SMITH, a person is “transgendered” if he or she is “confused” about or “in crisis with” their sexual identity.

4. DHS-DJJS entered into three contracts with defendants JOSEPH L. LEWIS JR., JANIS P. MOORE, and TYRONE SMITH to provide these services through a program the defendants called The Adolescent Resource Program (“ARP”).

#### The Defendants

5. From approximately 1989 to the date of this Indictment, defendant JOSEPH L. LEWIS JR. owned a consulting business called New Mark Consultants, Inc., located variously at 1218 Chestnut Street, Philadelphia, 4950 Parkside Avenue, Philadelphia, Pennsylvania, and, between mid-1998 and at least mid-2001, 2449 Golf Road, Philadelphia, Pennsylvania. LEWIS completely controlled the company’s bank account and other financial affairs, and conducted its office operations. LEWIS also was president and “Chief Executive Officer” of The New Mark Foundation, Inc., a non-profit corporation he caused to be incorporated in April 1999 which the defendants falsely claimed operated the ARP between approximately June 1999 and the Fall of 2000.

6. From approximately 1995 to at least the end of 2000, defendant JANIS P. MOORE worked at New Mark Consultants, Inc., as a “consultant.” MOORE also was listed in documents supplied to DHS-DJJS as the “Program Coordinator” of the ARP from approximately mid-1998 through Fall 2000.

7. From approximately 1989 to at least the end of 2000, defendant TYRONE SMITH was employed as the Executive Director of Unity, Inc., 1207 Chestnut Street, Philadelphia, Pennsylvania, a non-profit corporation that provided services to African-American adults and adolescents who are “transgendered,” homosexual, bisexual, or suffer from or are at risk to contract AIDS. Also, SMITH was described as the “sexual identity counselor” for the ARP in the contract proposal submitted by MOORE and SMITH and was supposed to “counsel” the 12- to 15-year-old transgendered or sexually confused children. Unity, Inc., was funded almost entirely by money provided by AACO and received no funds from DHS-DJJS.

The Scheme to Defraud the City of Philadelphia

8. From in or about at least early 1998 through in or about at least March 2001, defendants

JOSEPH L. LEWIS JR.,  
JANIS P. MOORE, and  
TYRONE SMITH

devised and intended to devise a scheme to defraud the City of Philadelphia of more than \$130,000 and to obtain money or property by means of false and fraudulent pretenses, representations, or promises.

It was part of the scheme that:

9. In approximately early-1998, defendants JOSEPH L. LEWIS, JANIS P. MOORE, and TYRONE SMITH submitted a contract proposal to DHS-DJJS seeking \$100,000 to fund the ARP, which MOORE and SMITH stated would provide “direct counseling services,” medical and psychological assessment services, and “preventative and outreach services” to delinquent 12- to 15-year-old children in Philadelphia who were “transgendered” or “confused” about their sexuality. The defendants agreed to provide services to approximately 25 children and to do “outreach” services for 4,000 others.

10. Defendant JANIS P. MOORE misrepresented her qualifications to DHS-DJJS. MOORE misrepresented that she had served as a “grantswriter” and education trainer for the “United States Department of Justice, Bureau of Prisons, Education Department,” between 1990 and 1994, when, in fact, she had been an inmate in the custody of the Federal Bureau of Prisons.

11. Defendant JOSEPH L. LEWIS JR. caused J.P.D., a person known to the grand jury who operated a group called the Wake-Up Campaign, Inc. (“Wake-Up”), to permit LEWIS to use Wake-Up’s bank account to hold approximately \$100,000 in DHS-DJJS funds obtained by the defendants to operate the ARP. LEWIS maintained complete control over the Wake-Up bank account and the funds in it, by, among other things, directing the accountant keeping ARP records not to disburse money without

LEWIS's approval and approving all expenditures of DHS-DJJS funds made from the account.

12. On approximately September 11, 1998, DHS-DJJS approved the proposal for the ARP and entered into a contract signed by, among others, defendant JOSEPH L. LEWIS JR. as treasurer of Wake-Up in which the defendants agreed to perform the services described in their early-1998 contract proposal.

13. Between approximately September 1998 and approximately June 2000, defendant JANIS P. MOORE submitted numerous invoices to DHS-DJJS which falsely represented that the ARP had performed services detailed in the ARP contracts and had incurred expenses when, in fact, the ARP had not performed these services or incurred these expenses related to the DHS-DJJS contract.

14. Between approximately September 1998 and approximately June 2000, defendants JOSEPH L. LEWIS JR., JANIS P. MOORE, and TYRONE SMITH caused DHS-DJJS to send by United States Mail numerous checks to defendant JOSEPH L. LEWIS JR.'s business address in payment of the false and misleading ARP invoices submitted by MOORE.

15. In approximately April 1999, defendant JOSEPH L. LEWIS JR. caused the New Mark Foundation, Inc., to be incorporated in the Commonwealth of Pennsylvania as a non-profit corporation. LEWIS was the President and "Chief Executive Officer" of New Mark Foundation, Inc. Defendant JANIS P. MOORE and LEWIS falsely listed D.E., who was LEWIS's secretary in his consulting business, as the

“executive director” of the New Mark Foundation, Inc., when, in fact, D.E. had no role in the New Mark Foundation, Inc., and was not its executive director.

16. Beginning in approximately mid-1999 and continuing through June 2000, defendant JOSEPH L. LEWIS JR. diverted almost \$100,000 of the ARP money into his business bank account, avoiding the oversight of ARP’s accountant or J.P.D. at Wake-Up. Defendant JANIS P. MOORE falsely told DHS-DJJS that the New Mark Foundation, Inc., would operate the ARP and would receive the City funds for the ARP, even though all of the money was deposited into LEWIS’s business bank account.

17. Defendant JOSEPH L. LEWIS JR. used the money he obtained from DHS-DJJS to pay his personal and business expenses unrelated to the ARP and to pay defendants JANIS P. MOORE and TYRONE SMITH even though MOORE and SMITH performed little or no work on the ARP. LEWIS deposited the funds for the ARP into his business bank account from which he paid his personal and business expenses unrelated to the ARP, including, among other things:

- a. more than \$25,000 in rent for the office space used by his consulting business even though little or no ARP work was performed there;
- b. his secretary, D.E., for work performed in his consulting business which was not related to the ARP;
- c. lease and repair bills for his and his wife’s BWM automobiles;
- d. more than \$10,000 in payments to his wife and other family members;

- e. the monthly rent for his apartment at The Chelsea Apartments;
- f. more than \$1,500 for a timeshare condominium at the New Jersey shore;
- g. several thousand dollars in personal and business credit card bills (including a credit card that LEWIS obtained by fraudulently using his son's social security number and birth date); and
- h. several hundred dollars to stable and feed his horse, "Cody."

18. Between approximately September 1998 and September 2000, defendants JOSEPH L. LEWIS JR. and JANIS P. MOORE falsely represented to DHS-DJJS and others that the ARP had an office at LEWIS's consulting business when, in fact, virtually no ARP work was performed at LEWIS's office.

19. Defendants JOSEPH L. LEWIS JR., JANIS P. MOORE, and TYRONE SMITH did not perform the work on the ARP or incur the expenses which they had represented to the City and, instead, spent more than \$130,000 of this money on their own personal expenses and the expenses of LEWIS's consulting business all of which were unrelated to the ARP.

20. Several times between approximately October 1999 and approximately May 2000, defendants JANIS P. MOORE and TYRONE SMITH falsely stated to auditors from DHS-DJJS that they had performed work as part of the ARP and, to mislead the auditors, showed them false records and records of work performed by Unity, Inc. employees who were not employed by the ARP.

21. In or about late-1999, defendant JANIS P. MOORE provided documents to auditors from DHS-DJJS which falsely stated that she had performed “outreach services” at various schools in the Philadelphia area as part of the ARP. MOORE did not provide these outreach services.

22. In or about mid-March 2000, defendants JANIS P. MOORE and TYRONE SMITH obtained approximately 30 names of individuals from the records of Unity, Inc., who had not received any services from the ARP. MOORE and SMITH showed these records to DHS-DJJS auditors in support of their false claims that they had operated the ARP.

23. In approximately March 2000, defendant JANIS P. MOORE provided a list of names to DHS-DJJS auditors and falsely represented that these were the names of children that MOORE had interviewed, counseled, and referred for counseling by defendant TYRONE SMITH or others when, in fact, these names came from Unity, Inc.’s files and none of whom had been served by the ARP, had met MOORE, or had been counseled by SMITH.

24. On or about August 23, 2000, defendant JANIS P. MOORE sent via Federal Express approximately 24 files to investigators at the City of Philadelphia’s Office of Inspector General which she falsely stated were client files of individuals served by the ARP when, in fact, she had obtained the names in the files from Unity records and these individuals were not clients of and had received no services from the ARP.



25. Defendant JANIS P. MOORE obtained from Unity, Inc. the name of T.B, an individual who had participated in a program at Unity, Inc., unrelated to the ARP. In records MOORE created to deceive City investigators, MOORE falsely claimed to have counseled T.B. on April 28, 1999, because T.B. was “homophobic” and had exhibited “violence towards gays and transgendered,” falsely claimed to have completed a “psychological assessment” for T.B. on February 11, 2000, and falsely claimed that T.B. attended an ARP-sponsored trip to an amusement park in July 1999. In fact, T.B. had not participated in the ARP in any manner and had received no services from the ARP.

26. On or about September 11, 2000, defendant JOSEPH L. LEWIS JR. approved a letter drafted by D.E. and sent to investigators of the City of Philadelphia’s Office of Inspector General that falsely stated that records defendant JANIS P. MOORE provided to city auditors were records of services performed by the ARP, that D.E. was the Executive Director of the ARP, that defendant JANIS P. MOORE had performed work on behalf of the ARP, and that defendant TYRONE SMITH had counseled transgendered children when, in fact, MOORE and SMITH had not performed the services required under the ARP contract with the City, D.E. performed no services on behalf of the ARP, and the ARP had performed little or no services.

27. On or about the dates listed below, in the Eastern District of Pennsylvania and elsewhere, having devised and intending to devise the scheme, defendants

JOSEPH L. LEWIS JR.,  
JANIS P. MOORE, and  
TYRONE SMITH,

for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by United States mail, according to the directions thereon the following items:

<u>Count</u>	<u>Approximate date of mailing</u>	<u>Description</u>
1	October 12, 1999	City of Philadelphia check to Wake-Up Campaign, Inc. in the amount of \$5,778
2	October 26, 1999	City of Philadelphia check to Wake-Up Campaign, Inc. in the amount of \$3,928
3	November 5, 1999	City of Philadelphia check to Wake-Up Campaign, Inc. in the amount of \$7,678
4	November 24, 1999	City of Philadelphia check to Wake-Up Campaign, Inc. in the amount of \$8,028
5	December 15, 1999	City of Philadelphia check to Wake-Up Campaign, Inc. in the amount of \$7,578
<u>Count</u>	<u>Approximate date of mailing</u>	<u>Description</u>
6	January 4, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$10,956
7	February 7, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$4,700

8	February 22, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$8,506
9	March 7, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$2,214
10	March 28, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$3,400
11	May 11, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$1,600
12	May 31, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$2,000
13	June 6, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$800

<u>Count</u>	<u>Approximate date of mailing</u>	<u>Description</u>
14	June 16, 2000	City of Philadelphia check to New Mark Foundation, Inc. in the amount of \$950

All in violation of Title 18, United States Code, Section 1341.

COUNT FIFTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 26 of Counts One Through Fourteen of this indictment are incorporated here.

2. On or about August 23, 2000, at Philadelphia, in the Eastern District of Pennsylvania and elsewhere, having devised and intending to devise the scheme, defendants

JOSEPH L. LEWIS JR.,  
JANIS P. MOORE, and  
TYRONE SMITH,

for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by a commercial interstate carrier, namely Federal Express, to the City of Philadelphia, Office of Inspector General, Philadelphia, Pennsylvania, a package containing files that defendant JANIS P. MOORE had created which she falsely represented to the Office of Inspector General to be records of work performed by the ARP when, in fact, as the defendants knew, little or no work had been performed as part of the ARP.

In violation of Title 18, United States Code, Section 1341.

COUNTS SIXTEEN THROUGH EIGHTEEN

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates listed below, at Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

JOSEPH L. LEWIS JR.

knowingly engaged in, attempted to engage in, aided and abetted, and wilfully caused a monetary transaction affecting interstate commerce in criminally derived property of a value greater than \$10,000, that is, LEWIS:

<u>Count</u>	<u>Approximate Date</u>	<u>Transaction</u>
16	Sept. 17, 1999	Used the proceeds of a \$31,684 check drawn on account of the City of Philadelphia and made out to the Wake-Up Campaign, Inc. to purchase a certificate of deposit in the name New Mark Consultants, Inc.
17	Sept. 29, 1999	Redeemed the certificate of deposit obtained on or about September 17, 1999 and obtained a cashier's check representing the proceeds of the certificate of deposit made out to New Mark Consultants, Inc.
18	Sept. 29, 1999	Deposited the cashier's check into the bank account of the New Mark Consultants, Inc.

such property having been derived from a specified unlawful activity, that is, mail fraud, in violation of Title 18, United States Code, Section 1341.

In violation of Title 18, United States Code, Sections 1957 and 2.

COUNT NINETEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Defendant JOSEPH L. LEWIS JR. was assigned social security number 172-42-7281 by the Commissioner of Social Security.
2. To obtain a credit card, on or about October 27, 1999, defendant JOSEPH L. LEWIS JR. fraudulently used his son's birth date and social security number on an application for a credit card from Capital One without his son's consent.
3. On or about October 27, 1999, at Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

JOSEPH L. LEWIS JR.,

with intent to deceive, falsely represented a number to be the social security number assigned by the Commissioner of Social Security to him, when, in fact, such number was not the social security account number assigned by the Commissioner of Social Security to him.

In violation of Title 42, United States Code, Section 408(a)(7)(B).

## NOTICE OF FORFEITURE

1. As a result of the violations of Title 18, United States Code, Section 1341 and 1957, set forth in Counts One through Eighteen of this Indictment, defendants

JOSEPH L. LEWIS JR.,  
JANIS P. MOORE, and  
TYRONE SMITH

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses, as charged in this Indictment, including, but not limited to, the approximate sum of \$130,000;

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating 21 U.S.C. § 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.



All pursuant to Title 28, United States Code, Section 2461(c) and Title 18,  
United States Code, Section 981(a)(1)(C).

A TRUE BILL:

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FOREPERSON

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PATRICK L. MEEHAN  
United States Attorney